

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

DAVID SAMBRANO, individually and on
behalf of all others similarly situated, *et al.*,

Plaintiffs,

v.

UNITED AIRLINES, INC.,

Defendant.

Civil Action No.: 4:21-01074-P

**APPENDIX IN SUPPORT OF MEMORANDUM
SUPPORTING PLAINTIFFS' MOTION FOR TEMPORARY
RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

Plaintiffs file this Appendix in Support of Plaintiffs' Motion for Temporary Restraining Order and Preliminary Injunction and, in support thereof, show the Court as follows:

APPENDIX

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September 21, 2021

Respectfully submitted,

/s/ John C. Sullivan

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*Counsel for Plaintiffs and the
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CERTIFICATE OF SERVICE

A true and correct copy of the foregoing has been served via the Court's electronic filing system upon all counsel of record.

/s/ Robert C. Wiegand

Robert C. Wiegand

EXHIBIT 1

DAVID SAMBRANO, individually and on
behalf of all others similarly situated, *et al.*,

Plaintiffs,

v.

UNITED AIRLINES, INC.,

Defendant.

Civil Action No.: 21- _____

Affidavit of David Eric Sambrano

I, David Eric Sambrano, declare as follows:

1. I am 58 years of age and I am a resident of Colleyville, Texas.
2. I am a United Airlines Captain on the B787 aircraft. In that position, my responsibilities include piloting and commanding the aircraft. I have been in this position for approximately one year. In my 31 years with United Airlines, my previous positions include Captain of the B757/B767 aircraft and small aircraft, and management positions such as: Chief Technical Pilot for Communications, Air Frequency Committee Vice Chairman—which part of industry leadership for airlines—as a subject-matter expert, Flight Operations Duty Manager, Manager of Training and Evaluation Standards, a Technical Pilot, and other various Flight Operations Management positions. Also, I am currently in training to be a Line Check Airman (i.e., an instructor of pilots).
3. I would like to complete my Line Check Airman training and continue working at United Airlines until my mandatory retirement in 7 years at age 65.
4. I am part of a flight crew based in Newark, New Jersey, because the international routes that I fly often originate from that United hub. I reside close to DFW airport, however, so my normal “commute” is by plane into or out of DFW.
5. I am personally opposed to receiving the COVID-19 vaccine based on my religious beliefs. Specifically, I believe the Bible is the infallible Word of God and I believe the Bible speaks to these issues, which I explained with biblical support in my submission to United Airlines. These vaccines were developed using aborted fetal tissue, and it is sinful to use anything derived from abortion for monetary gain. Indeed, I strongly believe that life begins at conception. Additionally, I believe that the receiving the vaccine runs contrary to the Bible’s teaching that we are created in the image of God and that our bodies are a temple of the Holy Spirit.
6. As a child, I received vaccinations when I knew little about these things and was unable to make such decisions. As an adult, I regularly elect not to receive vaccinations due to my

religious beliefs, with the exception of the Yellow Fever vaccine required for certain international travel requirements, which I believe has a 30-plus year history of success and for which I am not aware of any abortion-related involvement. Additionally, I regularly restricted vaccines for my children because of these religious beliefs.

7. On August 6, 2021, I learned that United Airlines would require all employees to receive the COVID-19 vaccine.

8. Before that date, I had been flying and working without incident. Beginning in April 2020, I began working from home due to the COVID-19 pandemic—in accordance with United rules—since my position allowed it. Once I returned to flying full time in October 2020, I complied with United’s workplace rules, which included wearing a mask at all times while on airport property and when on airplanes with the cockpit door open, abiding by applicable restrictions when flying internationally, and complying with all other COVID requirements.

9. On August 26, 2021, I submitted a request for a reasonable accommodation from United’s vaccine requirement based on my religious beliefs. I am attaching a copy of that submission to United Airlines. I submitted that request through the web-based portal United provided for such requests.

10. I also wished to submit a request for a medical accommodation because I previously contracted COVID-19 on July 27, 2021, and believe that I am positive for antibodies, which render me immune from COVID at this point and which may present a risk to receiving the vaccine. However, United’s reasonable accommodation portal did not permit me to claim more than one accommodation. I am willing to provide any such documentation to allow United to confirm that I pose no concern for the health or safety to my coworkers or our customers.

11. After I submitted by accommodation request, I expected and hoped to receive a phone call or meeting. I wanted to discuss the request with United and to explore possible accommodations. On August 29, I received an email asking for additional explanation of my religious beliefs, which I provided on September 1. Then on September 3, I received another email requesting third-party verification of my religious beliefs by way of a letter, which I responded to with letters from my pastor and my wife. On September 8, I received a letter outlining the process for those who are approved.

12. On September 9, I was informed my religious accommodation request was “GRANTED,” but that I would be “accommodated” by being placed on indefinite unpaid leave. I was further informed that this period of unpaid leave could last for a maximum of 72 months.

13. While on indefinite unpaid leave, United stated that I would be unable to use any of my accrued sick leave or vacation time. Additionally, I would be unable to accrue any sick leave or vacation time while on indefinite unpaid leave, nor would I be gaining credit toward my retirement. Finally, I would be required to pay my medical insurance premiums while on unpaid leave (both my portion and United’s portion).

14. On September 9, I was also cleared by United’s medical team as having recovered from COVID and able to return to work.

15. My current salary is \$351,065, which would increase by approximately \$45,000-\$60,000 if I am permitted to complete my Line Check Airman training. These amounts do not include my medical insurance premiums, of which United pays a significant part. If placed on unpaid leave for the time remaining until mandatory retirement, my lost earnings will likely exceed \$2.5 million. I will need to find replacement income for that lost salary. Although I am currently eligible for early retirement, it is my understanding that after the September 27 vaccination deadline, those on unpaid leave will not be able to transition to retired status without first coming back to regular employment status, which requires COVID vaccination.

16. Additionally, if I go 90 days without 3 takeoffs and landings, I am no longer qualified and require additional training. If I went to another airline, I would lose all my seniority and start at the bottom of the income scale like a new pilot.

17. The current situation has put terrible stress on me and my family. If I cannot continue earning a paycheck, we will have to make difficult choices regarding the college education of three children, one of whom is currently in college, and my 17-year-old twins who will be going to college soon. For my child currently in college, the loss of an income source could put in jeopardy my ability to continue paying tuition. Additionally, there are many opportunities we have been pursuing as a family that I cannot afford if I lose my United salary.

18. As noted, I have worked for United for 31 years and wish to continue doing so. Since the beginning of the COVID-19 pandemic, I have followed the mitigation measures that United has put in place for my position—mask wearing, maintaining distance, etc. United has not offered to allow me to continue working with these measures in place. Instead, after informing United of my religious beliefs, I have been threatened with termination or indefinite unpaid leave without my regular benefits.

19. I submitted a charge with the EEOC on September 19, 2021, regarding United's discriminatory actions. That charge remains pending.

I declare under penalty of perjury that the foregoing is true and correct.

09 / 21 / 2021

Date






Name

Signature Certificate

Document Ref.: VD5Z6-FUFAC-WPGBR-SU3Y7

Document signed by:

	David Sambrano	
	Verified E-mail: [REDACTED]	
	IP: [REDACTED]	Date: 21 Sep 2021 19:51:12 UTC
		

Document completed by all parties on:

21 Sep 2021 19:51:12 UTC

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EXHIBIT 2

DAVID SAMBRANO, individually and on
behalf of all others similarly situated, *et al.*,

Plaintiffs,

v.

UNITED AIRLINES, INC.,

Defendant.

Civil Action No.: 21- ____

Affidavit of Kimberly Anne Hamilton

I, Kimberly Anne Hamilton, declare as follows:

1. I am 62 years old and a resident of Colleyville, Texas.
2. I am a Station Operations Representative (SOR). In that position, my responsibilities include working in operations, which is an office where we do gate planning, and coordinate fueling, mechanics, cleaners, caterers, and other matters for receiving and dispatching aircraft. I have been in this position for about 6 years, and with United Airlines for 18 years.
3. My SOR duties are performed on location at DFW airport.
4. On August 6, I learned that United Airlines would require all employees to receive the COVID-19 vaccine by either October 25, 2021, or five weeks after any of the currently available COVID-19 vaccines received approval beyond their initial Emergency Use Authorization. After the authorization of the Pfizer vaccine on August 25, 2021, the vaccination deadline became September 27, 2021. According to the mandate, all employees who are not vaccinated by September 27, 2021, will be terminated from employment.
5. Since the beginning of the COVID-19 pandemic, I had been working my regular shift without incident. In accordance with United rules, I have my temperature taken on occasion, and I follow all of United's rules regarding mask wearing and social distancing. We also have plexiglass shields in place and plenty of sanitizer and wipes. I typically work alone in an office and have worked without incident under these conditions.
6. On August 26, I submitted a request for a reasonable accommodation based on my religious beliefs. I submitted that request through the web-based portal United provided for such requests.
7. I requested a religious accommodation because I am personally opposed to receiving the COVID-19 vaccine based on my religious beliefs. Specifically, I am a devout

Catholic, and cannot abide by any process that has anything to do with using aborted cells or parts of a child. No matter how far removed they describe it as being in the vaccine development process, I believe it is wrong. I believe that the continued use of aborted tissues is creating a market for aborted babies which is an abomination. I also believe that my body is God's temple, and they are telling me to inject that substance into me that I do not believe is healthy. I do not smoke and very rarely drink, and have never tried a single illegal drug substance. I exercise and am cautious about my health.

8. Although I believe I had childhood vaccines, I had no say in the matter. As an adult, I rarely receive vaccines. I have never received a flu shot. I received a tetanus shot in 2004, because I know of nothing about it that I find morally objectionable. But I generally avoid such measures even if there is nothing specifically wrong with them. My immune system has been working for me, so I am in good health. Also, I have several allergies and am worried that those allergies could cause a severe negative reaction to the COVID-19 vaccine.

9. On Sunday, September 5th of Labor Day weekend, United requested a third-party letter supporting my religious beliefs. I was terribly worried and this put me under significant stress. I kept thinking – What if they don't write the letter the right way? What qualifications do the people receiving the letter have to judge my faith? What if the letter isn't written the right way for them? So I had my husband—my soulmate—write it. After it was notarized, I submitted his statement in response to United's demand for further support of my religious beliefs.

10. I heard nothing further from United. I wanted to discuss possible accommodations with United, but they never contacted me to discuss them.

11. On September 9, I was informed that my request for a religious accommodation was "APPROVED," but that the "accommodation" United would provide is an indefinite period of unpaid leave. I was further informed that while on indefinite unpaid leave, I would be unable to use any of my accrued sick leave or vacation time or accrue additional sick leave or vacation time. Additionally, I would lose all contributions to my 401(k) retirement account, I would be unable to retire during this time and I would begin losing seniority which determines our positions, scheduling, vacation and other benefits while on indefinite unpaid leave. Finally, I would be required to pay my medical insurance premiums while on unpaid leave (both my portion and United's portion). I know that United makes a big contribution toward our insurance cost.

12. That outcome is devastating for me and my husband. My husband is in cancer treatment and we need health coverage and for me to pay the significant medical bills. Without my regular income, I have no way of paying the full cost of our medical insurance.

13. My United income is close to \$50,000, and my husband's two parttime adjunct instructor jobs generate less than \$20,000. We have no other family sources of income. My husband retired in May due to health related issues. We depend on my regular income for all of our daily financial needs.

14. Additionally, with the knowledge that my health benefits will be going away, my husband and I weren't able to consider all alternative treatment options for his Prostate Cancer. We moved quickly on a treatment that could be done while we had insurance coverage. Having

just had his prostate removed on September 15, we are unsure of what health procedures may be needed in the future. After learning of United's "accommodation," which cancels our family medical benefits, my husband sat me down and said that he would stop his treatments because he did not want saddle me with a crippling financial debt. I am so stressed, because his medical coverage comes through my job. As I already said, my husband is my soulmate and I cannot bear the thought of him not being able to get this lifesaving treatment, treatment that he will be able to get if I can keep working my job with my medical benefits.

15. On September 20, 2021, I saw a video of Scott Kirby, the Chief Executive Officer of United Airlines, warning employees "to be very careful" about requesting accommodations to the vaccine mandate. Kirby said there would be "few people that get through the medical and religious exemption process." He said employees like me are "all the sudden decid[ing], 'I'm really religious.'" He also said that an employee like me is "putting [my] job on the line" by requesting my accommodation.

16. Kirby both threatened and insulted me with that statement. He made it clear that he expected a system that few people could be exempted through. He insulted and disparaged my faith by suggesting that I do not truly believe these things—a belief that I am willing to lose my life to be faithful to, because I would rather pay that price than receive a vaccine where abortion was part of making it—and then he threatened that he will have me fired (which is what long-term unpaid leave is) if I do not act against my conscience. I feel betrayed and abandoned by the person in charge of the company that I love to work for, and so hurt that he has such nasty thoughts toward me and other people trying to be faithful to what we believe.

17. In early September, 2021, I saw video of Sasha Johnson, United's Vice President of Corporate Safety, interviewing Dr. Derek J. Robinson, Vice President and Chief Medical Officer of Blue Cross Blue Shield. In that video, he was asked if it was true that all the available vaccines were made with aborted fetal tissue during the process. Robinson answered by say "I can say with confidence that the Covid-19 vaccines that are administered do not have fetal tissue in them." I believe Robinson's answer was misleading and didn't answer the question. I took this as disparaging my faith and saying that I was uninformed about the vaccine. I never had any knowledge that there was fetal tissue in the vaccines. My concern was that the vaccine had been developed with stem cells derived from aborted fetuses, and that is why I religiously object to the vaccine.

18. I have worked for United for 18 years and wish to continue doing so, especially for the sake of my husband. Since the beginning of the COVID-19 pandemic, I have followed the mitigation measures that United has put in place for my position. United has not offered to allow me to continue working with these measures in place. Instead, after informing United of my religious beliefs, I have been threatened with termination or indefinite unpaid leave. I will never get the vaccine because I believe it is terribly wrong, so I need to find a way to keep working.

19. I submitted a charge with the EEOC on September 20, 2021, regarding United's discriminatory actions. That charge remains pending.

I declare under penalty of perjury that the foregoing is true and correct.

09 / 21 / 2021

Date

Kimberly Hamilton

Name

Signature Certificate

Document Ref.: 7CXGS-TS2J4-8ZWGZ-PGAGB

Document signed by:

	Kimberly Hamilton	
	Verified E-mail: [REDACTED] [REDACTED]	
Date: 21 Sep 2021 22:00:35 UTC		

Document completed by all parties on:

21 Sep 2021 22:00:35 UTC

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EXHIBIT 3

DAVID SAMBRANO, individually and on
behalf of all others similarly situated, *et al.*,

Plaintiffs,

v.

UNITED AIRLINES, INC.,

Defendant.

Civil Action No.: 21- _____

Affidavit of Seth Adam Turnbough

I, Seth Adam Turnbough, declare as follows:

1. I am 41 years old and I am a resident of Schaumburg, Illinois.
2. I am a 737 Captain with United Airlines and based in Chicago, IL. In that position, my responsibilities include commanding the airplane and flying it. I have been in this position since 2014, and have worked for United Airlines for 16 years in total. I regularly fly into the Dallas Fort Worth International Airport for United on business and travel there on my ride share passes from the company to visit my family in the Dallas area.
3. On August 6, 2021, I learned that United Airlines would require all employees to receive a COVID-19 vaccine by either October 25, 2021, or five weeks after any of the currently available COVID-19 vaccines received approval beyond their initial Emergency Use Authorization. After the authorization of the Pfizer vaccine on August 25, 2021, the vaccination deadline became September 27, 2021. According to the mandate, all employees who are not vaccinated by September 27, 2021, will be terminated from employment.
4. Since the beginning of the COVID-19 pandemic, I have been working my regular shift without incident. I went on reserve status when flights were basically shut down in 2020. After returning from reserve status, I have been able to perform the essential functions of my job as a pilot, abiding by United's guidelines that employees wear masks at all times on airport property, and in the airplane unless the cockpit door is closed. I have abided by that restriction and all other COVID-19 restrictions.
5. On the very same date I learned of the mandate, August 6, 2021, I submitted a request for a reasonable accommodation based on my medical condition. I submitted that request through the web-based portal United provided for such requests.

6. I require a reasonable accommodation to United's new COVID-19 vaccine mandate based on a medical condition. Specifically, I was diagnosed with multiple sclerosis (MS) in 2008. Because it is relapsing/remitting MS, I am still able to have the career that I love, so long as the Federal Aviation Administration issues me a special allowance after confirming that I am fully able to perform all of the responsibilities and essential job functions of a Captain. I have seen my neurologist twice to discuss COVID-19, first in February 2021 and then again in of 2021. Initially, my doctor thought it might be a good idea for me to get the vaccine in order to stay protected. Following additional research and consideration, however, he now recommends that I do not receive the COVID-19 vaccine. My neurologist is primarily concerned that in light of my MS, the immune reaction genated by the vaccine might precipitate a "cytokine storm"—a condition wherein an individual's immune system is over-stimulated and begins attacking healthy tissue and organs. This condition is known to be extremely dangerous and even lethal. My doctor is also concerned that the vaccine might lead to blood-clotting. This concern is magnified since pilots are already at higher risk of thrombosis. Until there is additional research on people with MS taking it, or other research that speaks to someone in my special circumstances, my doctor recommends that I not recvieve the COVID-19 vaccine due to my disability. As a result, he provided me with a statement expressing his concerns, which I included in my request for a reasonable accommodation.

7. I have always taken all recommended vaccines prior to the COVID-19 vaccine, and I would have no objection to taking the COVID-19 vaccine if its safety can be established for people with MS to the same degree that other vaccines have, such that my neurologist is satisfied that he can recommend it to me. I cannot (nor should I) take a vaccine against the advice of my doctor.

8. I have taken and retained 8 pages of written notes on all of my conversations, correspondence, and developments since I made my request. I have tried to be very diligent on this matter because of its central importance to my career. These notes include conversations with management, colleagues, medical staff, and other relevant persons. None of this was the interactive process I hoped for. Instead they were my ongoing efforts to find someone who could help me, efforts that have proven unsuccessful. These notes also show how often a representation from one person who should know what was going on was inconsistent with what another person said, and how confusing and disorderly this process has been. These notes show that: (1) United had not been carefully planning through how this would work, as HR staff and Chief Pilots alike had contradictory assumptions about what the final terms would be, such as one telling me that I could continue to fly on a restricted basis; (2) that they had no process in place to ensure pilots with medical conditions that the FAA still permits them to fly with could continue flying; and (3) as recently as September 13, 2021, they had not even decided that I would be allowed to use my accrued sick days before my leave status converted to unpaid leave.

9. On September 10, 2021, I was informed that my request for a medical accommodation was "GRANTED", but that I would be "accommodated" by being placed on an indefinite period of unpaid leave. I was further informed that this period of unpaid leave could last for a maximum of 72 months.

10. While on indefinite unpaid leave, I will be unable to accrue any sick leave or vacation time. Additionally, I will be required to pay my medical insurance premiums while on unpaid leave (both my portion and United's portion).

11. United did not engage in the interactive process with me in order to arrive at its proposed "accommodation", which is actually just a penalty for seeking an accommodation rather than following the vaccine mandate. United's so-called accommodation was a take-it-or-leave-it offer that asked for either acceptance of the unpaid leave or a withdrawal of my request for an accommodation. The offer further stated that if I did not respond within 5 calendar days, United would take that to mean I had accepted their "accommodation."

12. Contrary to United's previous statement, my Chief Pilot informed me on September 14, 2021, that I would be permitted to use my accumulated sick leave in order to receive some compensation while on leave. Once those funds were exhausted, however, I would no longer receive any income from United. As I received contrary guidance from United, I am concerned that my Chief Pilot's explanation may not be accurate or honored.

13. My total compensation varies based on flying hours, but my current salary is approximately \$300,000.00. I do not know my medical insurance premiums but believe they are substantial, and that United pays a significant amount per month toward my health insurance premiums. Once on administrative leave, I will no longer receive any income and I will be required to pay for my serious medical needs alone.

14. In addition to the monetary toll that United's actions will take on me, the company's failure to engage in the interactive process in order to reach a reasonable accommodation has been psychologically damaging. The enormous stress has led to overeating and I have gained almost 10 pounds over the last month.

15. Most importantly, the psychological stress caused by United's actions leaves me facing the serious harm of my MS returning. As noted previously, my disease is classified as relapsing/remitting. Though I have been able to keep that disability under control—as evidenced by my Class A medical certification for flying—extreme stress can lead to a resurgence of my MS, rendering me unable to fly for the rest of my life.

16. Being a airline pilot is a very highly skilled profession that takes years of training and experience. It is my passion and I do not want to change careers. Moreover, having spent so many years developing my piloting credentials, I have not spent any time developing a marketable alternative career skill. And age 41 would be a difficult time at which to start all over with a career. And even if I could find employment with another airline, I would lose all of my seniority.

17. As noted, I have worked for United for 16 years and wish to continue doing so. Since the beginning of the COVID-19 pandemic, I have followed the mitigation measures put in place by United for my position. Now, however, United has not offered to allow me to continue working with these same measures (or others) in place. Instead, after United was made aware of my medical condition, I have been threatened with either termination or the penalty of indefinite unpaid leave if I do not go against my doctor's advice regarding my carefully managed personal health situation.

18. I submitted a charge with the EEOC on September 20, 2021, regarding United's discriminatory actions. That charge remains pending.

I declare under penalty of perjury that the foregoing is true and correct.

Date

Seth Turnbough

Name

Signature:


Seth Turnbough (Sep 21, 2021 06:24 PDT)

EXHIBIT 4

DAVID SAMBRANO, individually and on
behalf of all others similarly situated, *et al.*,

Plaintiffs,

v.

UNITED AIRLINES, INC.,

Defendant.

Civil Action No.: 21- ____

Affidavit of David Michael Castillo

I, David Michael Castillo, declare as follows:

1. I am 54 years old and I am a resident of Grapevine, Texas.
2. I am an Aircraft Technician for United Airlines at Dallas Fort Worth International Airport. In that position, my responsibilities include being a mechanic for the planes. I have been in this position for 22 years, and would like to continue.
3. On or around August 6, 2021, I learned from my foreman that United Airlines would require all employees to receive the COVID-19 vaccine. It was unclear at that time how long we had to receive the vaccine, but the company informed everyone that they would be terminated if they did not receive the COVID-19 vaccine. I now know that United requires vaccination by September 27, 2021.
4. Before that date, I had been working my regular shift without incident during the COVID-19 pandemic. As required by United's rules, I have worn masks and tried to keep my distance from others. Nevertheless, I was diagnosed with COVID-19 in or around October 2020. I had flu-like symptoms for about a week along with the loss of taste and smell.
5. On September 17, 2021, I submitted a request for a reasonable accommodation based on my religious beliefs and my natural immunity. I submitted that request by sending an email to my supervisor and then following up with an email to United's HR department on September 18, 2021.
6. I was unable to submit my reasonable accommodation request through United's web-based request system—United had said it would not allow any requests after August 31, 2021.
7. A United Human Resources person informed me after my email was sent that my request for religious accommodation is untimely, but that my medical request can be considered.

8. I am not sure what my supervisor's statement about the medical request means exactly, but if I am given the same accommodation that other people are getting it will be terrible for me. The general information I am getting is that the only accommodation United offers is an indefinite period of unpaid leave. While on indefinite unpaid leave, I would be unable to use any of my accrued sick leave or vacation time. Additionally, I will be unable to accrue any sick leave or vacation time while on indefinite unpaid leave. Finally, I will be required to pay my medical insurance premiums while on unpaid leave (both my portion and United's portion).

9. I require a religious accommodation based on my sincerely-held religious beliefs. Specifically, it is my understanding that this vaccine was developed with cells that came from aborted fetuses. Because I believe that it is wrong to do anything related to, or to make any money from, things that come from abortion, I am not willing to compromise my beliefs by taking a vaccine that relied on the evil of abortion for its development.

10. While I did receive vaccines as a child, I did not understand what I understand now, nor did I have a choice in the matter. In fact, after becoming an adult, the only vaccine I recall having is a flu shot about 30 years ago. I do not believe I have had any vaccines since then and will not take any in the future.

11. I also require a medical exemption from United's vaccine requirement. Having already had COVID-19, I do not believe I am currently at risk of getting COVID-19 or giving it to others and I believe that receiving the vaccine while already possessing antibodies may cause a medical reaction.

12. My annual salary is approximately \$100,000.00. If forced to go on unpaid leave, I will have lost my job for all practical purposes and no longer receive any income. United has also threatened to make me pay for all of my health insurance if I do not violate my conscience and receive the COVID-19 vaccine. I do not know how much my insurance is, but I know United pays for a good portion of it and I will be unable to continue having insurance.

13. I currently have little to no savings. I depend on my regular paycheck to meet my financial needs. If United's current policy of either termination or unpaid leave as an "accommodation" continues, I will be homeless within days. My apartment lease is up for renewal in October 2021, and I cannot renew without a source of income. That means I will soon be sleeping in my truck, which I will lose not long after since I will be unable to make my truck payment, either.

14. In addition to becoming homeless, the lack of health coverage would create a real physical danger for me. Because I am diabetic and have high blood pressure, I require health care that I may soon be unable to afford.

15. As noted, I have worked for United for 22 years and wish to continue doing so. Since the beginning of the COVID-19 pandemic, I have followed the mitigation measures put in place by United for my position. United has not offered to allow me to continue performing my essential job functions with any of these measures in place. Instead, after informing United of my religious beliefs, I have been threatened with termination or indefinite unpaid leave.

16. I submitted a charge with the EEOC on September 20, 2021, regarding United's discriminatory actions. That charge remains pending.

I declare under penalty of perjury that the foregoing is true and correct.

09 / 21 / 2021
Date

David Castillo
Name

Signature Certificate

Document Ref.: TNJBQ-CR2H9-Q4DE2-TTIAB

Document signed by:

	David Castillo	
	Verified E-mail: [REDACTED]	
	IP: [REDACTED]	Date: 21 Sep 2021 17:48:50 UTC
		

Document completed by all parties on:

21 Sep 2021 17:48:50 UTC

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EXHIBIT 5

DAVID SAMBRANO, individually and on
behalf of all others similarly situated, *et al.*,

Plaintiffs,

v.

UNITED AIRLINES, INC.,

Defendant.

Civil Action No.: 21- _____

Affidavit of Debra Jennefer Thal Jonas

I, Debra Jennefer Thal Jonas, declare as follows:

1. I am 61 years old and I am a resident of Bedford, Texas.
2. I am a United Club Representative at DFW. In that position, my responsibilities include working in the lounge, verifying credentials, offering to sell memberships, telling customers about amenities, and helping with flight issues and upgrades. I was in that position from 2012 to 2016, then had to switch to other positions, and had just returned to this position on September 1, 2021. I have been with United and its predecessor Continental since 1984.
3. On August 6, 2021, I learned that United Airlines would require all employees to receive the COVID-19 vaccine. We must receive the vaccine by September 27, 2021. According to the mandate, all employees not vaccinated by the effective date would be terminated from employment.
4. Before then, I had been working my regular shift without incident and I have followed all of the mitigation measures United put in place: mask wearing when at the airport, maintaining a distance from customers and other employees, etc.
5. On August 29, 2021, I submitted a request for a reasonable accommodation seeking a medical accommodation. I submitted that request through the web-based portal United provided for such requests. In my request, I also raised concerns about whether the vaccine is safe for me, but the United portal did not permit me to explain all of my concerns and it did not allow me to request both a medical and a religious accommodation.
6. I require a medical accommodation from the vaccine mandate because I have severe reactions to various allergens, including eggs and penicillin. I had an Emergency Room episode due to an allergy, and they never did identify the exact cause. I have a family history of severe

allergies. My mother almost died in the hospital from an allergic reaction to common a medical substance. This risk of severe allergic reactions is another reason I do not receive vaccines.

7. Moreover, I recently contracted and recovered from COVID in August 2021. I am thus likely to possess the same antibodies that the vaccine is supposed to create. I believe that it is unsafe to take a vaccine to create those antibodies when I already possess them.

8. I am also personally opposed to receiving the COVID-19 vaccine based on my religious beliefs. Specifically, my religious belief is not to put anything toxic or foreign into my body. I do not believe that I have ever received a vaccine. I take no drugs and even almost no alcohol. I am opposed to vaccines because of that religious belief.

9. On September 14, 2021, I updated my accommodation request with a form filled out by my doctor, noting my history of allergic reactions—including anaphylaxis—and stating that I could not take the vaccine.

10. The next day, on September 15, 2021, I was told my medical request was “approved,” but I was told I would be placed on indefinite medical leave. Although I can use my own earned sick pay until it runs out, United would not extend any pay or benefits beyond that point. I would then be required to pay my medical insurance premiums (both my portion and United’s portion).

11. My current salary is around \$70,990. My family has no other source of income. My husband is disabled, and my adult son lives with us and I support him.

12. I recently took out a withdrawal from my 401k to pay off our house because I fear we could lose it if I am placed on medical leave. I had to pay a \$21,500 penalty to do so. Additionally, an extended period of time without income will lower my Social Security payments when I qualify for benefits. By being placed on medical leave, the value of my CARP pension, which is the pension I earned years ago with Continental before it merged with United, will stop growing. I had planned on working till at least until age 67, possibly 70.

13. My family depends on my regular paycheck to support our daily expenses. Without that steady income, we cannot pay our bills of regular living expenses, like groceries, transportation, medicines. We do not have savings to cover these expenses and will need to make significant changes in our lives because of the lost income stream.

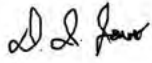
14. I am physically suffering from this. I am horribly stressed. My blood pressure is now 185/92. My eye keeps twitching. I’m experiencing loss of sleep and focus. I’ve become irritable and nervous.

15. As noted, I have worked for United for 37 years and wish to continue doing so. Since the beginning of the COVID-19 pandemic, I have followed the mitigation measures that United has put in place for my position. United has not offered to allow me to continue working with these measures in place. Instead, after informing United of my medical issues, I have been threatened with the choice of termination or indefinite medical leave. Either one will lead to the loss of a paycheck and medical benefits.

16. I submitted a charge with the EEOC on September 20, 2021, regarding United's discriminatory actions. That charge remains pending.

I declare under penalty of perjury that the foregoing is true and correct.

09 / 21 / 2021
Date


Name

Signature Certificate

Document Ref.: 2RXLR-VSHTY-7UT3N-JBU9V

Document signed by:

	Debra Jonas	
	Verified E-mail: [REDACTED] [REDACTED]	
	IP: [REDACTED]	Date: 21 Sep 2021 21:05:32 UTC
		

Document completed by all parties on:
21 Sep 2021 21:05:32 UTC

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EXHIBIT 6

DAVID SAMBRANO, individually and on
behalf of all others similarly situated, *et al.*,

Plaintiffs,

v.

UNITED AIRLINES, INC.,

Defendant.

Civil Action No.: 21- _____

Affidavit of Genise Gale Kincannon

I, Genise Gale Kincannon, declare as follows:

1. I am 53 years old and am a resident of Ft. Worth, Texas.
2. I am a Flight Attendant for United Airlines. In that position, my responsibilities include helping customers find and take their seats, serve drinks and food, and explain safety protocols for the aircraft. If there is an emergency, it is my job to help get people off the plane, extinguish any fires, and take other action as necessary. The bulk of my annual training focuses on customer safety. I have worked at United Airlines for 31 years.
3. I regularly work through the DFW airport, working on planes departing from and arriving into DFW, and using the employees facilities at DFW.
4. On August 6, I learned that United Airlines would require all employees to receive the COVID-19 vaccine by either October 25, 2021, or five weeks after any of the currently available COVID-19 vaccines received approval beyond their initial Emergency Use Authorization. After the authorization of the Pfizer vaccine on August 25, 2021, the date for vaccination required by United became September 27, 2021. According to the mandate, all employees not vaccinated by the effective date would be terminated from employment.
5. Before that date, I had been working my regular shift without incident, except for the period from April 5, 2021, to August 2, 2021, when I was not working because of a shoulder injury. While at work, though, I have followed the United safety rules: wearing a mask when on the job, performing all of our sanitizing steps, and following all other COVID-19 protection measures.
6. On August 18, I submitted a request for a reasonable accommodation from the vaccine requirement. I require an accommodation because of my sincerely held religious beliefs. Specifically, this vaccine was developed by testing on fetal cells. As a Christian, I believe abortion

is wrong. I am okay with stem cells being used if they are derived from adults where no life was taken, but not embryonic stem cells. Because the fetal cells used to make the vaccines came from the death of an innocent person, it would be wrong to put that the vaccine into my body. In my request, I even quoted the parts of the Bible that support my belief as to why I am religiously and morally opposed to abortion in every form. I submitted that request through the web-based portal United provided for such requests.

7. I hoped to receive a response from United offering to discuss possible accommodations. But I did not receive any individual attention to my request. The company sent me some boilerplate questions challenging my religious beliefs and only asked for a letter from someone else to verify my those beliefs.

8. I have taken no vaccines recently. Although I had some when I was younger, I do not know whether there were immoral aspects to the development of those vaccines, but I would decline all vaccines going forward if I become aware that any fetal tissues were used in their development.

9. On September 9, 2021, I was informed that my request for a religious accommodation was “GRANTED”, but that the “accommodation” United would provide is an indefinite period of unpaid leave. I was further informed that this period of unpaid leave could last for a maximum of 72 months. While on indefinite unpaid leave, I would be unable to use any of my accrued sick leave or vacation time. Additionally, I would be unable to accrue any sick leave or vacation time while on indefinite unpaid leave. Finally, I would be required to pay my entire medical insurance premiums while on unpaid leave.

10. United did not engage in the interactive process with me in order to arrive at its so-called accommodation—an accommodation that is really just a penalty for seeking to live by my religious beliefs while also performing the essential functions of my job. United’s so-called accommodation was a take-it-or-leave-it offer that asked for either acceptance of the unpaid leave or a withdrawal of my request for an accommodation. The offer further stated that if I did not respond within 5 calendar days, United would take that to mean I had accepted their “accommodation.”

11. My current compensation is around \$54,000 per year. My husband makes around \$85,000 per year. The loss of more than 35% of our household income would be devastating and would cause immediate consequences in our lives—affecting transportation, housing, and other daily financial decisions.

12. But there have been additional harms from United’s actions. The issued is currently straining my marriage. My husband received the COVID-19 vaccine, and does not want my refusing to receive the vaccine to change the things we are trying to do as a family. I am also worried about how I can afford my daughter’s college tuition if I lose my income. I feel so much stress; I am crying all the time and can barely eat. I also fear losing good friends at work, especially since some of them talk about how absurd it would be for someone not to get the vaccine. No matter the cost, though, I will never take this vaccine.

13. Additionally, I have already had COVID-19. I was diagnosed with the illness on February 6, 2021. I had mild symptoms like sore throat, and lost my sense of taste and smell for 2 months. On September 15, 2021, I tested positive for COVID-19 antibodies, and I have been told that those antibodies mean I am currently immune from the disease. It is inherently unreasonable to prevent someone with COVID-19 antibodies from working unless they get a vaccine designed to produce COVID-19 antibodies.

14. As noted, I have worked for United for 31 years and wish to continue doing so. Since the beginning of the COVID-19 pandemic, I have followed the mitigation measures that United has put in place for my position. United has not offered to allow me to continue working with these measures in place. Instead, after informing United of my religious beliefs, I have been threatened with termination or indefinite unpaid leave.

15. I submitted a charge with the EEOC on September 20, 2021, regarding United's discriminatory actions. That charge remains pending.

I declare under penalty of perjury that the foregoing is true and correct.

09 / 21 / 2021
Date

Genise Kincauon
Name

Signature Certificate

Document Ref.: FYNPJ-GXGJB-YNR2D-BQJ95

Document signed by:

	Genise Kincannon	
	Verified E-mail: [REDACTED]	
	IP: [REDACTED] Date: 21 Sep 2021 22:04:43 UTC	

Document completed by all parties on:

21 Sep 2021 22:04:43 UTC

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EXHIBIT 7

DAVID SAMBRANO, individually and on
behalf of all others similarly situated, *et al.*,

Plaintiffs,

v.

UNITED AIRLINES, INC.,

Defendant.

Civil Action No.: 21- _____

Affidavit of David Llen Lockwood

I, David Llen Lockwood, resident of Saginaw, Texas, declare as follows:

1. I am Station Operations Representative (SOR) at DFW airport. In that position, my responsibilities include working in operations, which is an office where we do gate planning, and coordinate fueling, mechanics, cleaners, caterers, and other matters for staffing and releasing aircraft.

2. On August 6, I learned that United Airlines would require all employees to receive the COVID-19 vaccine.

3. I am personally opposed to receiving the COVID-19 vaccine based on my religious beliefs. I am a very religious individual, and I filed a religious accommodation process (RAP) for a religious exemption soon after finding out about the mandate.

4. After not hearing anything from United for several weeks regarding my RAP, while being pressured to get the vaccine, I became very worried about getting the vaccine regime done in time if I wanted to keep my job. At that time, it seemed to me like there was nothing that could be done to stop United from enforcing its mandate against me and I could not afford to lose my job. My desire to live by my religious beliefs in this case felt like I was casting my pearls before swine.

5. Coming back from visiting family in Tulsa on September 2, 2021, I stopped at multiple locations to see if there were any Johnson & Johnson vaccines available. Because that brand is a single-dose vaccine, I could wait longer before making a final determination about getting the shot. I was unable to find a location that provided that particular vaccine.

6. On that same day, Wal-Mart in Saginaw had the Pfizer vaccine, and so I gave in to the pressure United was exerting and took the first dose of that vaccine.

7. Since taking the first dose of the Pfizer vaccine, I have experienced pain around my lungs and I am very worried about taking the second dose.

8. I regret taking the COVID-19 vaccine and wish that United would not have pushed its mandate on me and my fellow employees. An airline company should not be making medical decisions for its employees (or holding their employees at gunpoint over those decisions).

9. I also wish that United had engaged with me over my accommodation in good faith rather than strong-arming people like myself to violate their faith.

I declare under penalty of perjury that the foregoing is true and correct.

09 / 21 / 2021

Date

David Lockwood

Name

Signature Certificate

Document Ref.: VSYTQ-IJEG9-WIYJ4-6I5Q4

Document signed by:

	David Lockwood	
	Verified E-mail: [REDACTED] [REDACTED]	
IP: [REDACTED] Date: 21 Sep 2021 18:59:19 UTC		

Document completed by all parties on:
21 Sep 2021 18:59:19 UTC

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